STAFF REPORT

TO: AC Transit Board of Directors
FROM: Michael A. Hursh, General Manager
SUBJECT: Amendment to Parsons Transportation Group Inc. Contract 2011-1177

ACTION ITEM

RECOMMENDED ACTION(S):

Consider authorizing the General Manager to execute an Amendment to the Parsons Transportation Group Inc. (PTG) contract 2011-177 for an extension of time and additional funds in support of the East Bay Bus Rapid Transit (BRT) Project.

BACKGROUND/RATIONALE:

PTG is the designer of record (DOR) for the BRT project. The current PTG contract providing Design Support during Construction (DSDC) services ends on April 30, 2018. This action is consistent with the Board approved Project Completion Plan (PCP) which forecasts a project completion in December 2019. In the same plan, staff forecasted a total need of $9.5 million for all professional services to meet the forecasted revenue service in December 2019. The BRT project is on schedule and on budget to meet the Board approved PCP forecast opening date of December 23, 2019. This contract amendment is necessary to continue the DSDC and project close-out services to successfully complete the project. Staff has been satisfied with the work performed by PTG and requests the Board to authorize the General Manager to amend the PTG contract that will extend the performance period for 20 months and add $2,910,649 to the contract value.

BUDGETARY/FISCAL IMPACT:

The proposed contract with PTG will run from May 1, 2018 through December 31, 2019 to account for BRT project construction and closeout. The cost of the contract amendment is $2,910,649. As the services are for the BRT project, the contract will be paid for with existing and planned BRT funds.

ADVANTAGES/DISADVANTAGES:

The advantage of extending the contract and allocating additional funds will allow PTG, as the DOR, to continue through construction and close out the project it fully designed and is responsible for. Retaining PTG ensures continuity and that construction will proceed as designed.

An additional advantage of extending the PTG contract is its continued support and utilization of disadvantaged business enterprises (DBE) and small business enterprises (SBE). Through December 2017, PTG has subcontracted in excess of 32% of contract work to DBE and SBE firms, i.e., over $7.5 million dollars.
There are no disadvantages to extending the DSDC contract.

**ALTERNATIVES ANALYSIS:**

Staff considered not extending the PTG contract and resolicit a new contract for DSDC services. Staff doesn’t recommend this alternative as changing the DOR at this stage of the construction will be detrimental to successful delivery of the project and it will delay the project completion by at least 6 months and will cost the District more.

The second alternative staff considered was extending the PTG contract only for the period needed for the District to resolicit, award a new contract, and transition to a new firm. Staff doesn’t recommend this as it is detrimental to the project delivery and it will cost the District more to retain a new firm that will take responsibility of the design performed by another firm.

The third alternative staff considered was to use Capital Projects On-Call A&E contracts. Staff doesn’t recommend this option for the reasons stated above and the annual contract maximum of $500,000 is not nearly sufficient to perform the DSDC services needed for the BRT project.

**PRIOR RELEVANT BOARD ACTION/POLICIES:**


SR 11-073a: Consider Award of Contact to Parsons Transportation Group for Preliminary Engineering and Design Services Associated with the East Bay Bus Rapid Transit.

SR 11-073b: Consider authorizing the General Manager to execute an Amendment to Parsons Transportation Group Inc. (PTG) contract 2011-177 for an extension of time and additional funds in support of the East Bay Bus Rapid Transit (BRT) Project.

SR 17-132: Consider approving the East Bay Bus Rapid Transit Project Completion Plan (PCP) inclusive of the financed funding plan for submittal to the Federal Transit Administration.

**ATTACHMENTS:**

1. Scope of Work
2. PTG Amendment Cost Summary

**Approved by:** Ramakrishna Pochiraju, Executive Director of Planning and Engineering

**Reviewed by:** Claudia Allen, Chief Financial Officer
Denise C. Standridge, General Counsel
Chris Andrichak, Director of Management and Budget
Sharon Dennis, Acting Procurement Director
Phillip McCants, Contracts Compliance Administrator

**Prepared by:** Ramakrishna Pochiraju, Executive Director of Planning and Engineering
David Wilkins, Director, Bus Rapid Transit
William Tonis, Director of Project Controls and Systems Analysis
EXHIBIT A-5 AMENDMENT C

SCOPE OF SERVICES

(DESIGN SUPPORT DURING CONSTRUCTION OF BID PACKAGE #3)

PURPOSE AND INTENT: The District intends to enter negotiations with Parsons to extend their current contract for the designated period of performance instead of re-competing the contract.

PRIOR CONTRACT AMENDMENTS:

A-1 - Early Final Design Scope of Services
A-2 - Design Scope of Services
A-3 - 65% Design Scope of Services
A-4 - 100% Final Design Scope of Services
A-4 - Amendment B Revised Final Design Scope of Services Bid Packages 1 & 2
A-5 - Design Support During Bidding & Construction Bid Packages 1 & 2
A-5 - Amendment B - Design Support During Bidding & Construction for Bid Package 3
A-5 - Amendment C - Time Extension of Design Support During Construction for Bid Package 3

PERIOD OF PERFORMANCE
The District intends to enter into a minimum agreement for a term duration starting May 1, 2018 to December 31, 2019. (19 months)

SCOPE OF WORK
It is expected that the Design Services Consultant (Engineer-Of-Record (EOR)) will help the District successfully deliver the construction of the BRT project by ensuring all improvements are constructed in Segments A and B in accordance with the approved Plans, Specifications and Permits, as may be amended or revised; that all of the design related project documents are accounted for; and ultimately, that the District receives a successful review and acceptance by the affected Right-of-Way owners (City of Oakland, City of San Leandro and Caltrans) and Funding Partners, including the Federal Transit Administration (FTA). This work will be conducted at AC Transit's BRT Field Office at 985 66th Avenue, Oakland, which can support up to 12 staff members. AC Transit will provide a reasonable quantity of office supplies and a limited number of District owned computer equipment, printers/copiers, phones, and fax machines as required. The consultant is expected to equip its staff with vehicles, cell phones, tablets or laptop computers necessary to perform their duties. The Design Services consultant shall provide the services of the following key personnel:

1. Design Services Manager - 1 FTE
2. Field Engineering manager - 1 FTEs
3. Design Project Engineer (Field) - 1 FTE
4. Utility Coordinator/Design Inspection - 1 FTE
5. Technician - .75 FTE
6. SME - .75 FTE
This Scope of Services is to be completed by Consultant for design support during construction which is ongoing and expected to continue until early 2019. See attached Manning Table which is a prospective level of effort and loading for the period of performance. The anticipated period of this scope is to extend services until December 2019. The CM/RE, currently performed by District staff, will notify the designer of record (Consultant) of design services which may include, but are not limited to:

- Review, response and recommendation of Requests-for-Information (RFIs) in PMWEB
- Review, response and recommendation of contractor submittals in PMWEB
- Inspecting redesigned facilities such as structural elements, drainage systems, reinforced structures, etc.
- Responding to inquiries regarding design elements and features
- Design clarifications originating from construction or contractor staff
- Design modifications to accommodate field conditions or stakeholder needs
- Preparation of change order drawings, redlines, specifications and quantities
- Participation in various construction management meetings
- Site visits during construction at key milestones and as necessary
- Preparation of as-built drawings

For an individual Design Support Request (DSR) that is estimated to cost over $10,000, the Consultant shall complete a memorandum and cost proposal, and forward it to the District project manager for review and approval (with cc to the resident engineer). The DSR must explicitly state reasons for the services, e.g., change in project scope, design modification, etc. The District Project Manager and Consultant will negotiate, if necessary, and establish an agreed upon budget, scope, and schedule to complete the services requested in the DSR. The Consultant shall proceed with the services requested only after written approval from the District Project Manager is granted. A log of the services requested, approved, budgeted, and performed (DSR Log) shall be maintained by the Consultant and on PMWEB and shall be made available to the District Project Manager upon request.

TASK 3.0 BID PACKAGE 3 (BP 3) – CONSTRUCTION PHASE

3.1 PROJECT MANAGEMENT

The Consultant shall continue to identify, assess, prioritize, and resolve issues; recognize opportunities; and convey these opportunities to the District. The Consultant shall continue to maintain regular communications with the District and stakeholders coordinate the work of subconsultants, internal staff, technical reviews and submittals.

- The Consultant shall prepare additional subconsultant agreements or amendments with all subconsultants and monitor their compliance with contractual requirements. The Consultant shall continue to obtain insurance certificates from each subconsultant for each insurance required, review for
conformance with requirements, and monitor for the timely submittal of renewal certificates.

- The consultant will submit weekly time sheets to the District's Deputy Project manager for review and validate the District's monthly invoice estimator to track level of effort and burn rate with the District's Project Controls manager.

- The Consultant shall continue to prepare invoices after the close of each Consultant financial period (the last Friday of each month). Invoices shall include a narrative progress report of the work accomplished during the preceding period, a small-business enterprise (SBE) utilization form, and a table showing the costs for each task and the calculation of the fixed fee and retention. The narrative progress report shall include a description of the progress achieved, and comments on issues or concerns. Invoices shall show charges for each individual, including hours worked, rate, and cost, as well as other direct costs and subconsultant costs. The Consultant shall review subconsultant invoices and coordinate with them to obtain satisfactory billings. Subconsultant costs shall be supported by the itemization of hours worked with labor rates and other costs.

- The Consultant shall continue to maintain files of incoming and outgoing documents in accordance with the District's document control system, PMWEB. The Consultant shall continue to back up drawing and word processing files weekly. The Consultant shall identify Consultant personnel needing access to the District's project-specific PMWEB site. The Consultant shall post draft and final submittal deliverable documents to this PMWEB site. Posting to the PMWEB site shall constitute a submittal of the deliverable.

3.2 MEETINGS

The Consultant shall continue to attend, participate and provide project updates at meetings. The nature of meetings that the consultant shall attend shall be AC Transit construction progress meeting, construction operations (CONOPS) meeting, Utility Coordination Meeting, Change Order meeting, Schedule review, contract review, invoice review, deliverable review, program review, and other meetings, as required.

3.3 DESIGN SUPPORT DURING CONSTRUCTION PHASE

- Integrate a Civil Engineer (Field Engineering Manager) with a valid license in the State of California with Construction Management/RE staff to provide the District with expedited responses to technical Requests for Information (RFI's).

- Incorporate as-built redline drawings prepared by the designer into the approved design plans on a monthly basis.

- Incorporate as-built redline comments prepared by the contractor and Assistant Resident Engineer into the signed design plans.

- Provide Technical interpretations of the drawings, specifications, and contract documents, and evaluate requested deviations from the approved design or
specifications. Collaborate with the District's BRT team for resolutions of issues involving design changes, modifications and plan revisions, as needed.

- Resolve errors or omissions if deemed necessary by AC Transit.

- Provide Constructability Oversight Representative (Design Project Engineer) and perform services, as necessary, to ensure that construction activities are completed to the maximum benefit of the project and District. Constructability oversight personnel will include a Civil Engineer with a valid license in the State of California.

- Resolve/Address/answer Resident Engineer's and contractor's technical RFI's or design discrepancies related to design of: roadway, station platform, station canopy, landscape, irrigation, utility, communication/systems, architecture, drainage, wayfinding elements included in Contract Documents, and traffic signals.

- Consultant to provide revised/Contract Change Order (CCO) plans, specifications and quantities and amend the as-built plans as appropriate.

- Consultant shall review and approve the contractor's technical submittals directly related to Consultant prepared Contract Documents, including equipment, products, materials, requests for deviations/wavers, requests for change, and change notices for conformance with contract documents within 7 calendar days upon receipt. If for any reason review will extend beyond 7 calendar days Consultant will immediately notify the District and provide a revised schedule. Consultant will not review submittals that are not of a technical nature directly related to Consultant's prepared Contract Documents.

- Track and tabulate cost of design changes imposed by stakeholder agency partners throughout the course of the project.

- Participate in periodic job coordination meetings

- Participate in project safety meetings

- Assist in developing punch list items after substantial completion

3.4 UTILITY COORDINATION SUPPORT DURING CONSTRUCTION PHASE

The Design Consultant will provide utility coordination oversight to ensure project team and contractor are successful in making all arrangements for timely and cost-effective relocation or adjustment of existing facilities. This will include obtaining and reviewing the existing utility agreements/franchise right between utility owners and the state and local agencies. Prepare independent cost estimates for relocating/protecting in place of utilities. Review all utility files prepared by the utility design teams to assure accuracy of identification and verification of conflicting utilities. Will prepare Notice to Owner of all affected utility owners. When applicable prepare and process for execution, Joint Use Agreements, Consent to Common Use Agreements, Directors Easements Deeds or replacement ROW Easement conveyances to the Utility Owner. The Design Consultant shall also lead and coordinate an urgent team response if any utilities are disturbed or penetrated and to trouble shoot immediately.
Serves as primary point of contact between utilities, Deputy Project Director and Construction Manager.

Provides coordination between utilities relocations and minimizes any outages through careful planning with all affected parties.

Advises Construction manager regarding scheduled and unscheduled utility outages.

Assists with utility design activities by attending meetings, reviewing documents, coordinating activities, ensuring all parties receive and review ongoing information, facilitating site visits, improving coordination, and identifying right of way easements.

Coordinates an urgent team response if any utilities are disturbed or penetrated and troubleshoots as appropriate.

Researches prior rights, issues and franchise agreement issues.

Details locations of utilities through as-built drawings or other means to ensure OCJ is aware of any utility conflict.

Provides day-to-day coordination of construction project as it affects utilities.

Reviews project documentation for compliance with all relevant regulations, codes, guidelines and policies.

TASK 4.0 BID PACKAGE 3 (BP 3) – POST-CONSTRUCTION AWARD SERVICES (PCAS)

4.1 PROJECT MANAGEMENT

The Consultant shall continue to identify, assess, prioritize, and resolve issues; recognize opportunities; and convey these opportunities to the District. The Consultant shall continue to maintain regular communications with the District and stakeholders coordinate the work of subconsultants, internal staff, technical reviews and submittals.

The Consultant shall prepare additional subconsultant agreements or amendments with all subconsultants and monitor their compliance with contractual requirements. The Consultant shall continue to obtain insurance certificates from each subconsultant for each insurance required, review for conformance with requirements, and monitor for the timely submittal of renewal certificates.

The consultant will submit weekly time sheets to the District’s Deputy Project manager for review and validate the Districts monthly invoice estimator to track level of effort and burn rate with the District’s Project Controls manager.

The Consultant shall continue to prepare invoices after the close of each Consultant financial period (the last Friday of each month). Invoices shall include a narrative progress report of the work accomplished during the preceding period, a small-business enterprise (SBE) utilization form, and a table showing the costs for each task and the calculation of the fixed fee and retention. The narrative progress report shall include a description of the
progress achieved, and comments on issues or concerns. Invoices shall show charges for each individual, including hours worked, rate, and cost, as well as other direct costs and subconsultant costs. The Consultant shall review subconsultant invoices and coordinate with them to obtain satisfactory billings. Subconsultant costs shall be supported by the itemization of hours worked with labor rates and other costs.

- The Consultant shall continue to maintain files of incoming and outgoing documents in accordance with the District's document control system, PMWEB. The Consultant shall continue to back up drawing and word processing files weekly. The Consultant shall identify Consultant personnel needing access to the District's project-specific PMWEB site. The Consultant shall post draft and final submittal deliverable documents to this PMWEB site. Posting to the PMWEB site shall constitute a submittal of the deliverable.

4.2 MEETINGS

The Consultant shall continue to attend, participate and provide project updates at meetings. The nature of meetings that the consultant shall attend shall be AC Transit construction progress meeting, construction operations (CONOPS) meeting, Utility Coordination Meeting, Change Order meeting, Schedule review, contract review, invoice review, deliverable review, program review, and other meetings, as required.

4.3 DESIGN SUPPORT DURING POST-CONSTRUCTION PHASE

Record Drawings: Review monthly record drawings prepared by the contractor and utilities, and prepare a conformed set of project record drawings based on contractors provided information and from inspection notes. Record drawings to be verified on a monthly basis, as part of the progress payment to the contractor.

As-Builts: Upon project completion, contractor provided mark ups will be verified for completeness and supplemented with inspections information. Incorporate as-built redline comments prepared by the contractor and Resident Engineer into the signed design plans. Consultant shall review redlines prior to inclusion in as-built drawings. All drawings shall be provided to the District upon completion of construction.
### PTG Amendment Cost Summary

#### Cost Summary

<table>
<thead>
<tr>
<th>Resource</th>
<th>FTE</th>
<th>Raw</th>
<th>Overhead</th>
<th>Profit</th>
<th>Multiplier (OH * Profit)</th>
<th>Burden Rate (Mult * Raw)</th>
<th>Total LOE Hours</th>
<th>Resource Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Services Manager</td>
<td>1</td>
<td>$78.25</td>
<td>144.28%</td>
<td>8.50%</td>
<td>265.04%</td>
<td>$207.39</td>
<td>2,352</td>
<td>$487,772.28</td>
</tr>
<tr>
<td>Field Engineering Manager</td>
<td>1</td>
<td>$80.44</td>
<td>144.28%</td>
<td>8.50%</td>
<td>265.04%</td>
<td>$213.21</td>
<td>2,352</td>
<td>$501,474.23</td>
</tr>
<tr>
<td>Design Project Engineer</td>
<td>1</td>
<td>$53.87</td>
<td>144.28%</td>
<td>8.50%</td>
<td>265.04%</td>
<td>$142.77</td>
<td>2,352</td>
<td>$335,785.26</td>
</tr>
<tr>
<td>Utility Coordinator/Design Inspection</td>
<td>1</td>
<td>$58.31</td>
<td>101.22%</td>
<td>8.50%</td>
<td>218.32%</td>
<td>$127.31</td>
<td>2,352</td>
<td>$299,430.57</td>
</tr>
<tr>
<td>Junior Field Engineer</td>
<td>0.75</td>
<td>$41.50</td>
<td>144.28%</td>
<td>8.50%</td>
<td>265.04%</td>
<td>$109.99</td>
<td>1,764</td>
<td>$194,027.96</td>
</tr>
<tr>
<td>SME</td>
<td>0.75</td>
<td>$80.00</td>
<td>144.28%</td>
<td>8.50%</td>
<td>265.04%</td>
<td>$212.04</td>
<td>1,764</td>
<td>$374,029.81</td>
</tr>
<tr>
<td>Junior Field Engineer</td>
<td>1</td>
<td>$38.00</td>
<td>101.22%</td>
<td>8.50%</td>
<td>218.32%</td>
<td>$82.96</td>
<td>2,352</td>
<td>$195,128.99</td>
</tr>
</tbody>
</table>

**Resource Total:** $2,387,649.11  
**Other Direct Charges:** $24,000.00  
**Travel Charges:** $24,000.00  
**Demobilization:** $475,000.00  
**Total Amended Cost:** $2,910,649.11

#### Level of Effort Matrix

<table>
<thead>
<tr>
<th>Resource</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Services Manager</td>
<td>168</td>
<td>176</td>
<td>176</td>
<td>168</td>
<td>168</td>
<td>184</td>
<td>152</td>
<td>176</td>
<td>160</td>
<td>160</td>
<td>168</td>
<td>152</td>
<td>168</td>
<td>176</td>
<td>2,352</td>
</tr>
<tr>
<td>Field Engineering Manager</td>
<td>168</td>
<td>176</td>
<td>176</td>
<td>168</td>
<td>168</td>
<td>184</td>
<td>152</td>
<td>176</td>
<td>160</td>
<td>160</td>
<td>168</td>
<td>152</td>
<td>168</td>
<td>176</td>
<td>2,352</td>
</tr>
<tr>
<td>Design Project Engineer</td>
<td>168</td>
<td>176</td>
<td>176</td>
<td>168</td>
<td>168</td>
<td>184</td>
<td>152</td>
<td>176</td>
<td>160</td>
<td>160</td>
<td>168</td>
<td>152</td>
<td>168</td>
<td>176</td>
<td>2,352</td>
</tr>
<tr>
<td>Utility Coordinator/Design Inspection</td>
<td>168</td>
<td>176</td>
<td>176</td>
<td>168</td>
<td>168</td>
<td>184</td>
<td>152</td>
<td>176</td>
<td>160</td>
<td>160</td>
<td>168</td>
<td>152</td>
<td>168</td>
<td>176</td>
<td>2,352</td>
</tr>
<tr>
<td>Technician</td>
<td>126</td>
<td>132</td>
<td>132</td>
<td>126</td>
<td>126</td>
<td>138</td>
<td>114</td>
<td>132</td>
<td>120</td>
<td>120</td>
<td>126</td>
<td>114</td>
<td>126</td>
<td>132</td>
<td>1,764</td>
</tr>
<tr>
<td>SME</td>
<td>126</td>
<td>132</td>
<td>132</td>
<td>126</td>
<td>126</td>
<td>138</td>
<td>114</td>
<td>132</td>
<td>120</td>
<td>120</td>
<td>126</td>
<td>114</td>
<td>126</td>
<td>132</td>
<td>1,764</td>
</tr>
<tr>
<td>Optional-Junior Field Engineer</td>
<td>168</td>
<td>176</td>
<td>176</td>
<td>168</td>
<td>168</td>
<td>184</td>
<td>152</td>
<td>176</td>
<td>160</td>
<td>160</td>
<td>168</td>
<td>152</td>
<td>168</td>
<td>176</td>
<td>2,352</td>
</tr>
</tbody>
</table>

**Total LOE Hours:** 1,260 1,320 1,320 1,260 1,380 1,140 1,320 1,200 1,200 1,260 1,140 1,260 1,260 1,320 15,288